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GENERAL HEADINGS.



## Cases Reported this Week.



## Current Topics.

### Solicitors and the Poor Persons Rules.

WE PRINT elsewhere the notice of the Special General Meeting of the Law Society which is to be held on the 26th inst. As we intimated last week attention is to be called to the position of solicitors under the Poor Persons Rules, and a resolution on the subject is to be moved by Mr. H. ANDERSON, who recently raised the matter in our correspondence columns. It would seem, from Mr. ANDERSON'S and other communications, that the present arrangements do not meet with general approval.

### Mr. Frederic Harrison.

THE DEATH of Mr. FREDERIC HARRISON at the great age of ninety-one years removes one who a generation ago was closely connected with the law, although he never made it his real interest and pursuit. "My profession," he wrote, "was the law, the practice of which I followed for some fifteen years without great zest and without any ambition. And yet he had associations which, if his heart had been in the work, would have given him the start for which every young barrister hopes. Lord WESTBURY was a friend of the family, and took great interest in FREDERIC HARRISON'S education, advising as to the school to which he should be sent, testing him in his classics while he was a boy, and then suggesting that he should compete for the scholarship at Wadham which started HARRISON on his University career. All this was told by Mr. HARRISON himself in the personal recollections which he contributed to "Lord Westbury's Life," by Nash (II, 162 *et seq.*). "Child as I was in those days, I can remember how he would open *Homer* or *Virgil*, and turning to some favourite passage would show us how it should be done into English." Later when Lord WESTBURY was Chairman of the Royal Commission for Digesting the Law, FREDERIC HARRISON was secretary. That was from 1869 until the closing of the Commission which, as is well known, produced no direct result, though it was the origin of some useful independent work; in particular, Mr. GODDARD'S useful book on Easements. It was probably a little later that Mr. HARRISON was Professor of

Jurisprudence at the Inns of Court, but we do not remember that he left any permanent mark on that subject, and the "modest fortune" which he inherited enabled him to turn to more congenial pursuits. But, if we remember rightly, he retained enough interest in the mysteries of real property law to assist "George Eliot" in the successful handling of the base fee which was the foundation of the plot of "Felix Holt."

### Noxious Gases and Workmen's Compensation.

NOW THAT so many cases of enteritis and other illnesses, fatal or otherwise, are being traced to the very unexpected source of an escape of gas from a leaking pipe or main, householders may be faced with claims from employees under the Workmen's Compensation Act or at Common Law. It is therefore useful to consider for a moment the legal possibilities. As regards Workmen's Compensation, a claim is probably excluded on the grounds given in two well-known and much quoted leading cases, *Broderick's Case*, 1908, 2 K.B. 677, and *Eke's Case*, 1910, 2 K.B. 677, as they are familiarly abbreviated in the more recent decisions. In the former case a workman contracted enteritis by the inhalation of sewer gas in the course of his employment. In the latter case, the claimant was a working gardener who was ordered to open up certain cesspools and subsequently died of scarlet fever which undoubtedly was occasioned thereby. Attempts were made in each case to show that the sudden stroke of a current of gas or the escape of cesspool effluvium was analogous to the impingement of a bacillus of anthrax on the eye, which had been held to be an accident in *Brinton* v. *Turvey*, 1905, A.C. 230. But the courts, Scottish and English, refused to accept this view, holding that the contraction of disease is not an accident and therefore not the subject of statutory compensation. As regards common law liability, everything would depend upon who is responsible for the repair and safeguarding of the drains or pipes. Presumably in most cases this would be the local authority, and the gas undertakers or the owner of the premises, and not the householder.

### Wife's Right to Maintenance.

AN INTERESTING problem of matrimonial law has recently arisen in different forms in a number of Metropolitan magisterial courts, but has not yet led to an appealable decision on the pure point of law. We refer to the question whether a wife's right of maintenance is conditional or unconditional; in other words is the husband bound to support her—in the absence of unchastity, which affords a statutory exception to his liability both under the Married Women's (Summary Jurisdiction) Act, 1895, and the Poor Law Amendment Act, 1869—whether or not she satisfies all of the following conditions precedent: (1) Has no adequate means of her own; and (2) is acting as her husband's housekeeper and not following an independent paid occupation of her own; and (3) has not forfeited her right to support by general refusal or neglect to perform all her domestic duties. For example, where a husband is a doctor earning £500 a year, and his wife has a private fortune of £5,000 a year, can she insist on saving all her own income and force him to maintain her out of his income? If he fails to do so, it is clear that he is responsible for her debts for necessaries, but it is not equally clear that she can summon him for neglecting to maintain her, and can obtain a separation order. Again, where a wife insists on following a profession outside the home while living with her husband, can she retain all her own earnings and nevertheless compel him to maintain her? This case actually arose before Mr. FORBES LANKESTER: the husband and wife were a butler and cook in service together; the wife performed no services for her husband, but claimed that she was entitled to maintenance—apparently dress and pocket-money allowance—at his expense. Mr. LANKESTER dismissed the summons on the facts, considering that the wife in this case had not left her husband because of any wilful neglect on his part to maintain her; so he did not need to decide this knotty point. The third class of case is fairly common; a wife goes away for her holiday without her husband's consent or completely neglects her household duties, and—when at last he refuses to maintain her any longer—takes out a summons for maintenance. The whole point must sooner or later receive careful consideration in the courts.

### The Gaming Act, 1922.

IN DELIVERING his judgment in the Court of Appeal in *Beadling* v. *Goll*, *Times*, 13th ult., Lord Justice SCRUTTON made certain very interesting comments on the draftsmanship of the Gaming Act, 1922. It is common knowledge, of course, that that statute was passed in order to relieve trustees in bankruptcy, executors, liquidators, and the like, from the difficulty in which they were placed by the series of well-known decisions upon the interpretation of the Gaming Act, 1845, which impliedly cast upon them the duty of investigating every payment by cheque made by the debtor in order to ascertain whether or not it was given in settlement of a betting debt, and therefore recoverable by the payer. The statute, *inter alia*, renders such payments irrecoverable in future, but is couched in terms so ambiguous as to leave uncertain whether or not the payers of such cheques are still entitled to commence proceedings in respect of a cheque given before the statute, at any time within the period of limitation. Therefore, the Court of Appeal has been compelled to hold that the statute is not retrospective; in the absence of an express provision it is almost impossible to override vested rights by a subsequent statute. Lord Justice SCRUTTON not only criticised the negligent draftsmanship of the Act, but pointed out that the ambiguity was perfectly obvious, and was in fact realised by lawyers in the House of Commons, one of whom gave notice of a question on the point, which was ruled out of order by the Speaker. Lord Justice SCRUTTON apparently thinks that this ambiguity may have been intentional, and designed to buy off opposition to the passing of the Act. It seems more likely, however, that the draftsman of the statute did not intend to provide litigation by leaving the most essential section of the Act in deliberate obscurity; the probability rather is that a point which seems clear to every lawyer now that half-a-dozen judges have decided cases raising it, may easily have escaped the notice of a draftsman who has not had the advantage of hearing the arguments of learned counsel upon the defects of his draft.

### The Mis-drafting of Statutes.

SOME READERS will perhaps have been reminded, by Lord Justice SCRUTTON'S comments on the mis-drafting of the Gaming Act, 1922, of a much more famous case in which a similar ambiguity gave rise to difficulties of much greater magnitude. We refer to Article XIX, s. 1, of the Scottish Union Treaty Act of 1707, which left in deliberate obscurity the question whether or not the old Scots final appeal from the Court of Session to the Scots Parliament was transferred to the English "High Court of Parliament." The English contention, of course, was that the House of Lords, as representing the "High Court of Parliament" in its appellate judicial capacity, was entitled to hear and determine Scots appeals. The Scots view was that, in the absence of an express rule to that effect, there could be no appeal to an English court, unfamiliar with Scots law, from the decision of the Court of Session. For a century a struggle went on between the Scots and English courts; the House of Lords heard and determined Scots appeals; the Court of Session ignored its judgments and refused to enforce them by any legal process within its control. Finally, in the patriotism of the Napoleonic wars, the objection was temporarily waived for the duration of the war, and was not afterwards revived. In the meantime fears of Jacobinism had made Scots patriots acquiesce in the contention put forward by those in authority. Professor DICEY, by the way, discusses in his "Law of the Constitution" the question whether or not the obscurity was intentional. "Did the Commissioners," he asks, "intentionally leave a difficult question open and undecided? The most obvious and possibly the truest reply is that such was the intention and that prudence suggested the wisdom of leaving to the decision of future events the answer

to a dangerous question which might not arise for years . . . in strictly international treaties of the ordinary kind such leaving of difficult questions to be answered by the future is a common, and sometimes a wise, course of action, or rather of inaction." This may be a sufficient "plea in abatement" for the obscurities of the Scots Treaty of Union, but it hardly justifies a failure to make clear the terms of a statute like the Gaming Act.

### The Family Automobile Doctrine.

WE REFERRED recently (*ante*, p. 141) to the Family Automobile Doctrine by which people in the United States are attempting to maintain the safety of the public amid the changing conditions due to motor traffic. The *Massachussetts Law Quarterly* for December reprints from the *Pennsylvania Law Review* a paper on the subject, which shows that the diversity between the judicial doctrines of different States is as great as the interest which the subject arouses. Under the slightly different name of the "Family Purpose Doctrine," the principle—namely, that the owner of the family car is liable for damage done by any member of his family, even though adult, in the use of the car—has been wholly or partially accepted by the majority of jurisdictions in the United States, but quite a number have entirely repudiated it. The doctrine, when accepted, is treated as an instance of *Respondeat superior*; but there have been curious divergencies in its application. Sometimes it has been applied when a member of the family who was driving was accompanied by other members; but not when he was alone. The immediate cause of the paper in the *Pennsylvania Law Review* is a decision of the Pennsylvania Superior Court accepting the doctrine, and a mother was held liable for the negligence of her son while he was driving her automobile for his own health: *Markle* v. *Perot*, 273 Pa. 4. It seems as though motor traffic with its new perils was going to add considerably to the already congested reports over the water. On the whole, perhaps, it is better to keep the traffic under control and prevent the accidents.

### Defamation and Special Damage.

SIR ARTHUR UNDERHILL'S recent reference to an old legal conundrum in the law of defamation, which we noticed last week in reviewing his Lectures on the Law of Property Act, has doubtless amused many of our readers. The conundrum is this: can a solicitor recover damages for defamation against anyone who says he knows no more law than the Man in the Moon? And the accepted answer is "No," because no one knows how much law the Man in the Moon knows. This, however, is only one of a number of similar conundrums that have been raised from time to time by ingenious writers of text-books; some of them will be found in KENNY'S scholarly treatises on Torts and Crime respectively. One of the most famous is the decision of an Elizabethan judge that it is actionable to say of a clergyman that he has no more divinity than a jackanape, because for lack of divinity he may be deprived of his benefice; but it is not actionable to say that he has no more brains than a jackanape, for brains are not essential to the earning of a clergyman's livelihood, nor is the absence of brains an ecclesiastical offence for which he can be unfrocked or deprived of preferment; hence the imputation does him no pecuniary injury. A less well-known example is said to have been contributed by Ireland in the eighteenth century, when JOHN DOE sued RICHARD ROE for saying of him that his conduct would be visited by the penitential flames in the world to come. The King's Bench held that, if JOHN DOE was a Protestant, the statement was defamatory because it implied that his conduct deserved the punishment of Hell; but if JOHN DOE was a Catholic it was not actionable, for a period in the healing fires of Purgatory was the natural destiny of every true Catholic. Therefore trial of this issue of fact, was JOHN DOE Protestant or Catholic, was directed!

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A committee of the Kensington Borough Council recommends the appointment of Mr. Horace Rapson as Town Clerk. He is now Deputy Town Clerk.

## The Operation of the Treaty Charge.

THE charge created by the Treaty of Peace Order, 1919, on the property of persons who happened to be German citizens—the Order calls them "nationals"—at the date when the Treaty of Versailles came into force, and the similar charges created in the case of Austria, Hungary and Bulgaria, have been subjected to such adverse and well-grounded criticism, that it is surprising to find the Crown lawyers appearing in court to enforce the charge, especially under such circumstances as were disclosed in *Fasbender* v. *Attorney-General*, 1922, 2 Ch. 850.

The charge has its origin in Art. 297 (*b*) and Annex B.4 of the Versailles Treaty, the former reserving to the Allies the right to retain and liquidate all property belonging at the date of the coming into force of the treaty to German citizens, and forbidding the German owner to dispose of the property without the consent of the State concerned; and the latter (Annex B.4) providing that all property of German citizens within the territory of any Allied Power and the net proceeds of their liquidation may be charged with the payments specified. The Treaty was signed at Versailles on 28th June, 1919, and on 31st July was passed the Treaty of Peace Act, 1919, which authorized the making of Orders in Council necessary for carrying out the Treaty, and for giving effect to any of its provisions. Accordingly the Treaty of Peace Order, 1919, dated 18th August, 1919, created by Clause 1 (xvi.) the charge above mentioned, and by para. (xvii.), provided that, with a view to making effective and enforcing the charge, no person should, without the consent of the custodian, that is, of the Public Trustee, deal with any property subject to the charge, under a penalty not exceeding £100 or three months' imprisonment, or both. We do not remember that this provision of the Treaty was subjected to any effective criticism in the House of Commons—circumstances made such criticism improbable; but Lord BUCKMASTER pointed out in the House of Lords in the debate on the Austrian Treaty on 23rd April, 1920, that it was a most amazing thing that when for centuries it had been declared that private property on land was safe during war and could not be seized, we should have appropriated in our territory every item of enemy property as a means of redeeming debts due to our own subjects in the enemy countries. Of course, we are aware of the arguments by which attempts have been made to justify the seizure of the property of former enemies; but it remains none the less a confiscation which is a return to the war practices of a bygone age. More recent criticism is contained in the debates in the House of Lords on 26th June and 5th July last year (*Hansard*, H.L., Vol. 50, pp. 1186 *et seq.*, 51, pp. 252 *et seq.*) initiated by Lord NEWTON and Lord PARMOOR, and we believe subsequently. But we need not pursue the matter further. It is not the only unhappy incident in the recent treaty-making; and the singular thing is that a seizure of property which has hitherto been forbidden even in time of war is made to take effect at the moment when peace is finally restored.

However, to return to *Fasbender* v. *Attorney-General*, which the Master of the Rolls described as a very hard case, though, of course, he added that such considerations could not affect the decision, and, indeed, as a matter of legal argument the result, subject to one point, was sufficiently clear. Miss DAWSON, an English lady, was before the war engaged to ERNST FASBENDER, a German resident in Germany. This is a sort of contract which war does not dissolve and after the Treaty had been signed in June, 1919, the way seemed clear for the marriage. Accordingly, Miss DAWSON obtained a passport and joined Mr. FASBENDER in Germany, where they were married. But she had not perceived the trap which the Treaty-makers of Paris had laid for her. True that the war had in fact ceased in November, 1918, and that the Treaty had been signed in June, 1919, but the marriage took place before 20th January, 1920, when it came into force, and accordingly at that date, according to s. 10 of the British Nationality Act, 1914,

Mrs. FASBENDER was a German citizen:—"The wife of a British subject shall be deemed to be a British subject, and the wife of an alien shall be deemed to be an alien." Hence on 20th January, the Treaty charge attached upon her property in this country.

To this result two defences were raised, first, that the marriage, taking place during the war, involved intercourse with the enemy and was therefore void; and secondly that s. 10 of the Act of 1914 applies only in times of peace. For the second defence there does not appear to be any substantial ground, though reliance was placed on *R.* v. *Lynch*, 1903, 1 K.B. 444, and *Ex parte Freyberger*, 1917, 2 K.B. 129, where British subjects were not allowed during the war to make a declaration of alienage under ss. 13 and 14 of the British Nationality Act, 1914, or the corresponding provisions of the Naturalization Act, 1870. But both RUSSELL, J., and the Court of Appeal considered that the operation of s. 10 was quite distinct, and indeed in the cases just cited British subjects were seeking to escape by denationalization their obligation as such subjects. But plausibility is given to the first defence by the length to which the rule forbidding intercourse between the citizens of enemy States has been recently carried. Properly this is a rule forbidding commercial intercourse except by Government licence: *Esposito* v. *Bowden*, 7 E. & B., 763, 779; but it received an extension in the United States during the Civil War, and this has been adopted here during the late war. The present rule forbids intercourse, whether commercial or otherwise, which is inconsistent with the state of war between the two countries: *Robson* v. *Premier Oil & Pipe Line Co. Ltd.*, 1915, 2 Ch. 124, 136; *Ertel, Bieber & Co.* v. *Rio Tinto Co.*, 1918, A.C. 260, 268. Whether this is a justifiable extension we need not stop to inquire; in some respects it is not. It might, for instance, forbid private co-operation to prevent the continuance of war and on any future occasion that may be necessary. And the Court of Appeal in the present case declined to hold that it extended to a marriage contract; partly, as YOUNGER, L.J., speaking of this country, put it, because marriage between enemy prisoners of war and English girls might in view of eventual possibilities be "in some cases even encouraged and timeously solemnized"; or as WARRINGTON, L.J., said: "To hold a marriage void on any such ground would introduce so much confusion into social relations" that he was not prepared to do so without clear authority. Of course there is no such authority and is not likely to be. Love laughs at locks and at a good many other things. But the point of the case is in the rebuke which, in effect, both Lord STERNDALE and Lord Justice YOUNGER, see 1922, 2 Ch., pp. 857, 870, administered to the Board of Trade for having claimed to enforce the charge. And yet we do not remember to have seen any statement that that department has relented.

## Post-dated Cheques as Securities.

THERE is a belief, widely prevalent among laymen and even found occasionally in lawyers who are not themselves conveyancers, that the technical terms of the Conveyancer's art consist very largely of archaic and solemn ritual which serves no useful purpose except to befog the minds of inexperienced persons and compel them to resort to lawyers when they desire to draft agreements. Of course, this is a complete mistake. The merit of the exact terms of art used by the conveyancer consists precisely in their exactitude, the fact that they have reasonably fixed and certain meanings, the limits of which are before the mind of the draftsman when he uses them. Popular terms, on the other hand, in any legal document, have the most vague and ambiguous significance. Their meaning seems obvious to the man who drafts the document; but he never thinks of the possible cases which may arise in which a quite different construction may be placed upon them. This is why conveyances drafted by laymen and Acts of Parliament drafted in what is supposed to be "plain language without technicalities which anyone can understand"—the ideal of the legislative reformer—are apt to prove pitfalls and snares for the unwary, and even for the experienced as well; for instance, the Rent Restriction Acts.

An excellent illustration is afforded by the word "securities," which often appears in statutes, *e.g.*, s. 2 (1) of the Moneylenders Act 1900, and s. 12 of the Judgments Act, 1838. Sometimes it is defined; more often it is not defined. It sometimes even appears in the vague form "other securities," as in the above-quoted section of the Judgments Act, with the result that an *ejusdem generis* interpretation has to be placed upon it; per North, J., in *Rollason*, 34 Ch. D. 495. And, of course, its use in wills has led to a multitude of cases, with the result that none of these decisions is necessarily binding in the case of any document in slightly different terms, so that they have practically no value in helping to limit the term to one definite meaning. *Dey* v. *Mayo*, 1920, 2 K.B. 346, we need hardly say, shows that it took eighty years and more for lawyers and betting men to discover that a cheque might be a "note, bill, or mortgage" given by way of security for a betting debt.

The most recent case which illustrates the wide meaning this word may have appears to be that of *Stirling* v. *John*, 39 T.L.R. 123. This was a case arising out of the Moneylenders Act, 1900, s. 2 (1), which provides that every moneylender shall register himself "under his own or usual trade name and in no other name," and under s. 2 (1) (*c*) of the same Act which goes on to add that he "shall not enter into any agreement in the course of his business as a moneylender with respect to the advance or repayment of money, or take any security for money in the course of his business as moneylender otherwise than in his registered name." The question which had to be decided was whether a post-dated cheque given by a debtor for the purpose of effecting repayment of a loan is a "security for money" within the meaning of the above sub-section, and therefore is void unless made payable to the moneylender in his registered name.

The facts out of which the dispute arose contain no special complications. The lenders were two moneylenders registered under the business name of C. STIRLING; their own surnames were CHARLES and ISADORE STONE. On 15th December, 1921, the borrower received from them a loan of £1,000. He gave a promissory note in these terms: "I promise to pay to C. Stirling or order . . . the sum of one thousand six hundred pounds, for value received, by eight consecutive monthly payments of two hundred pounds each, the first of such payments to become due and payable on the fifteenth day of January, 1922, together with interest at and after the rate of one shilling in the pound per month from the due dates until the payment thereof." In order to satisfy the promised eight monthly payments, the borrower gave to the respondents eight post-dated cheques, each dated, of course, for the monthly period on which the instalment to which it referred would become due. But these cheques were not drawn in favour of the respondents themselves: they were drawn in favour of two persons in the respondents' employment. In the events that happened, a post-dated cheque was not met, whereupon the lenders sued under the promissory note for the sum secured with the stipulated interest. The defence pleaded that the transaction was void inasmuch as the respondents had either drawn an agreement or taken securities other than in their registered name. One need scarcely add that the form of the transaction had been arranged in accordance with the request and direction of the lenders who authorised the drawing of the cheques to the order of their employés.

It is not necessary to consider here a very difficult point which gave trouble both to the Court of Appeal and to Mr. Justice BAILHACHE, the judge who decided the case at first instance, namely, whether the giving of the cheques was (1) an agreement, and (2) made between the lenders and the borrowers. *Primâ facie*, it rather looks as if the cheques were not an agreement, but a payment in conditional satisfaction of the sums as and when they became due under the agreement: such cheques not being met, there was an "accord" without satisfaction, and the debt, for which satisfaction had been thus accepted conditionally,

revived again. This view, however, creates difficulties, since the acceptance of a substituted consideration in place of repayment of a loan or performance of a promissory note may itself be an "agreement entered into" by the moneylender "in the course of his business": and it does not cease to be entered into by him because he uses the name of an agent instead of his own. However this may be, the Court of Appeal preferred to give no decision on the points involved here, and considered only the question whether or not the post-dated cheques were "securities" within the prohibition of the section. Mr. Justice BAILHACHE had held that they were not securities at all, but merely a convenient method of making payments. And this certainly appears to be the essence of a cheque; it is a document which, in practice, acts as currency by assent of the parties who prefer to pay their debts by a draft on a bank instead of by gold, treasury notes, or bank notes. The Court of Appeal, however, preferred the view that such cheques are "securities."

What then is normally meant when we talk of "securities" in an ordinary commercial document or in an Act of Parliament which contains no definition clause? It is obviously impossible to regard the decisions on cases arising out of wills or settlements as of any real bearing, since the whole scope and purpose of such documents is wholly different from that of a commercial statute. It is equally useless to read in by analogy, the decisions based on Trustee Acts, Settled Land Acts, and the like, or even the interpretation placed on the word in the Judgments Act, 1838, s.12. On the other hand, a certain line of decisions does seem to have some relevance, namely, those which discuss the nature of securities for purposes of bankruptcy. For the giver of a post-dated cheque intends to give to his creditor all the protection he can against his own possible insolvency or inability to pay. Now the seizure of goods under a *fi. fa.* writ had been held to give the creditor a security within the special provision of the bankruptcy law: *Slater* v. *Pinder*, 40 L.J., Ex. 146; but s. 45 of the Bankruptcy Act, 1883, altered the older rule on this point by providing that such seizure must be completed by sale in order to defeat the claim of the trustee. But decisions under the Bankruptcy Acts, although they offer some guidance as to the meaning of the term, are still somewhat remote from its meaning in the Moneylenders Act.

One must fall back on common sense, then, in order to ascertain the meaning of "security" for our present purpose. Now common sense suggests that, in the case of a money-lending transaction, a security taken by the lender means anything which will increase his hold over the debtor or his goods so as to diminish the risk of non-repayment. And the taking of post-dated cheques certainly does seem to assist this object. For it means that, if the debtor really has a banking account into which his receipts are paid as they come in—the case of most persons with a fixed or salaried income—there will normally be a sum standing to his credit in his banking account, which sum will be available to pay the creditor on the mere presentation of the debtor's cheques. In other words, the lender will not have the trouble and delay of asking for payment: he will at once present the cheque and so obtain any funds there may be to the account. Again, the liability of the debtor to have his cheque "dishonoured," an unpleasant business stigma, renders him more likely to do what he can to pay. And again, a cheque may be assigned—for what it is worth—to some third party who may be willing to purchase it as a speculation. So that even where a debtor has no very tangible assets, provided he has a fairly regular source of income, his cheque is *some* little protection to a creditor, greater than his mere written promise to repay.

Against this consideration, the lender naturally contended that the post-dated cheques of a debtor, add nothing to the security of the debt; they are merely machinery for repayment. This is a plausible contention, especially when one remembers the great part played by cheques in the settlement of payments without the inconvenience of handling money. But Lord Justice YOUNGER suggested what seems to be the answer: both the cheques and the promissory note are "securities," because they are intended to give the lender something more than his mere common law right as a lender to sue for "money lent"; they are "negotiable instruments" and their negotiability makes them of more value than a non-negotiable promise to pay. For this reason the Court of Appeal considered that the cheques were accepted in breach of the statute.

# The New Statutes.

## The Allotments Act, 1922, 12 & 13 Geo. 5, c. 51.

THE allotment movement, with which the name of Mr. Jesse Collings will always be associated, had for its aim the provision for householders of small patches of ground not immediately adjoining their houses for purposes of cultivation. It began in the latter part of the nineteenth century through the widespread desire, both in town and country, of those who had inadequate gardening facilities on their own premises, to obtain land in the neighbourhood of their homes for the production of food. Originally allotments were obtainable only by private agreement with landowners. But Parliament decided that the movement was one that ought to be encouraged, and accordingly placed it on a new and firm foundation by the passing of the Allotments Act in 1887, under which public authorities were, for the first time, given powers to provide allotments, where these could not otherwise be obtained.

The Small Holdings and Allotments Act, 1908, marks the next important stage in the movement. This measure consolidates the old Allotments Act and four subsequent Acts relating to allotments, including the Small Holdings and Allotments Act, 1907. It gave much greater and wider powers to local authorities in respect of the provision of allotments. It became effective on the 1st January, 1909, and its results were immediate and extensive. Between 1909 and 1914 the number of allotments provided by local authorities increased from 58,000 to 130,000, and at the outbreak of the war in 1914 there were, as far as can be ascertained, 580,000 allotments in England and Wales, of which 130,000 were provided by local authorities, 41,000 by railway companies, who have always acted most liberally in this matter, and the remainder by private individuals.

During the war the Government appealed to the public generally to assist in the production of food by the cultivation of all available unoccupied land. Very wide powers were conferred upon the Board of Agriculture by regulations under the Defence of the Realm Act enabling them to enter upon any land which was lying idle and to convert it for use as allotments. In consequence of these measures and of the enthusiasm with which food production was taken up in all parts of the country, the number of allotments increased from 580,000 in 1914 to 1,330,000 in 1920. These figures refer to England and Wales alone. There was, of course, a parallel movement in Scotland based on Acts applicable to the slightly different conditions which obtain there. The retention of land under D.O.R.A. was, however, necessarily of a temporary character, and the 25th March of this year has been fixed as the latest date upon which all land taken under emergency powers must revert to its proper owner.

Under these circumstances the Land Settlement (Facilities) Act, 1919, was passed to provide, *inter alia*, permanent allotments in place of the large number of temporary ones of which possession could no longer be retained. It gave still greater powers to local authorities and enabled them to provide 81,000 additional allotments as against 21,000 lost, in the case of D.O.R.A. land, since 1920. But the extended powers of local authorities were felt to be still inadequate to the task of providing land commensurate with that of the 180,000 allotments which will disappear next March, and also that security of tenure which is above all things necessary for the successful cultivation of the soil.

The new Act (the Allotments Act, 1922) is designed to confer upon the council of a borough or urban district, or the council of a county to whom the powers and duties of a borough or urban district council have been transferred under the provisions of s-s. (2) of s. 24 of the Small Holdings and Allotments Act, 1908, powers of entry on unoccupied land analogous to those enjoyed by the Board of Agriculture during the war. By s. 10 of the Act a Council may, after giving the requisite fourteen days' notice, enter upon any land to which the section applies for the purpose of providing allotment gardens thereon. They may do all things necessary for the adaptation of the land for this purpose, and on the termination of their occupation, they may remove any erection or work of adaptation, making good any injury to the land caused by such removal. Their right of occupation is terminable by six months' notice in writing given to the council by the owner and expiring on or before the 6th April, or on or after the 29th day of September in any year, or by not less than two months' notice where the land is required for industrial or building purposes.

The land to which s. 10 applies is (*a*) land which is not at the date of the notice of intended entry the subject of a rateable occupation, or (*b*) land of which the Minister of Agriculture and Fisheries is already in possession under s. 1 of the Defence of the Realm (Acquisition of Land) Act, 1916, and which, when possession thereof was first taken, was not the subject of a rateable occupation. It is clear from the foregoing that the new powers of entry and occupation conferred upon the council relate only to such land as is not the subject of rateable occupation. Resumption of possession by the owner must be in good faith for the purpose specified in his notice, and would not presumably be valid, as against occupation by the council, unless the owner not only intended to make his land the subject of a rateable occupation but also proceeded at once, upon resumption, to do so. Subsection (5) of s. 10 gives a right to compensation to any person interested in land thus occupied by a council. The compensation may take the form of a periodical payment in the nature of rent, but must not in that case exceed the "rental value," which is defined in s-s. (7), and is roughly the agricultural rent. In default of agreement, the amount of compensation is to be determined by a valuer appointed by the Minister.

To allotment holders security of tenure is more important than compensation. Section 1 of the new Act gives greater security to the holders of "allotment gardens." An allotment garden means an allotment not exceeding forty poles in extent, which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family. Tenants of allotment gardens are, under s. 1, and notwithstanding any agreement to the contrary, in general entitled to six months' notice to quit, expiring before the 6th of April, or on or after the 29th September in any year. That is to say, the notice must expire in the non-cropping season, and questions of compensation will not, as a rule, arise, nor under these circumstances is the tenant entitled to any. In certain cases, however, shorter notice, usually three months, may be given. These are cases of re-entry under a power of re-entry on account of the land being required for building, mining, or for any other industrial purpose, or for roads or sewers, and in a few other instances. In such cases claims for compensation either against a council or a private landlord may arise. Land attached to a cottage is not an allotment garden for the purpose of s. 1 of the Act.

Section 3 of the Act provides compensation for the tenant of an allotment (not being an allotment garden) on the termination of his tenancy either by effluxion of time or from any other cause, and notwithstanding any agreement to the contrary. For purposes of the section "allotment" means any parcel of land, of not more than two acres in extent, held by a tenant under a landlord and cultivated as a farm or garden, or partly as a garden and partly as a farm. Compensation is for the following: (A) crops, labour, and manure, (B) fruit trees, bushes (planted by tenant with previous consent of the landlord), drains, outbuildings, &c. Claims may be made either under the section in question or under the Agricultural Holdings Acts, 1908 to 1921, but not under both.

Most local authorities have shown great keenness in carrying out their duties under the Allotments Acts, but in some cases there has been neglect or want of enthusiasm. Section 14 of the new Act provides that every council of a borough or urban district with a population of 10,000 or upwards shall, unless exempted by the Minister, establish an allotments committee to which all matters relating to the provision of allotments and of the councils' duties thereunder shall stand referred. Such committees are to comprise persons, other than members of the council, experienced in the management and cultivation of allotment gardens and representative of allotment holders. By these means, it is hoped, the allotment movement may be encouraged, and the demand for allotments stimulated rather than suppressed.

An important amendment of para. 2 (*b*) of Part II of Sched. I to the Small Holdings and Allotments Act, 1908, is contained in s-s. (5) of s. 8 of the new Act. As the law originally stood an order made by a local authority for hiring land compulsorily for the purpose of small holdings or allotments would not authorise the breaking up of pasture land, unless the Minister of Agriculture and Fisheries were satisfied that it could be so broken up without depreciating its value, or that the circumstances were such that small holdings or allotments could not otherwise be successfully cultivated. In *Knowles* v. *Salford Corporation*, 1922, 1 Ch. 328; 66 Sol. J. 332, it was held to be sufficient if the Ministry, in considering whether the breaking up of pasture should be authorised, had regard to the particular piece of land alone, without being satisfied that there was no other land available in the neighbourhood for allotments without the breaking up of pasture. Under this decision the Ministry might be very easily satisfied, and without extensive inquiry authorise the breaking up of pasture; but it did nevertheless preserve some slight check on the activities of local authorities in regard to pasture land which they desired for allotments. The present amendment, however, lays down the rule that the paragraph in question shall not apply to land compulsorily hired for the provision of allotment gardens.

In a few instances, chiefly in the interests of economy, new limitations have been placed on the expenditure of councils on allotments, and in the case of boroughs or urban districts of a population of 10,000 or upwards, the obligation of councils under the Allotments Acts to provide allotments is limited to the provision of allotment gardens not exceeding twenty poles in extent.

## Books of the Week.

**Lunacy.**—Practice of the Office of the Masters in Lunacy. A Practical Handbook for the use of Practitioners and Receivers. By Gerald E. Mills, O.B.E., and A. H. Ronald W. Poyser, B.A., of the Office of the Masters in Lunacy, Barristers-at-Law. Butterworth & Co. 7s. 6d. net.

**The Massachusetts Law Quarterly.**—Special Number, December, 1922. The Massachusetts Bar Association.

[**Erratum.**—In the review of the Annual Practice, 1923 (*ante*, p. 212), the title page was incorrectly given. It should be as at *ante*, p. 165].

# CASES OF THE WEEK.

## Probate, Divorce and Admiralty Division.

**TAYLOR** *v.* **TAYLOR and KING: TAYLOR otherwise WOODHEAD** *v.* **TAYLOR.** Duke, P. 16th January.

Divorce—Nullity—Consolidated Suits—Husband's Suit for Dissolution of Marriage—Wife's Suit for Nullity—Wife Cross-examined in Nullity Suit as to her Adultery—Question Ruled Inadmissible—Matrimonial Causes Act, 1857, s. 43—Evidence Further Amendment Act, 1869, s. 3.

*In a suit for nullity on the ground of the alleged impotence of the respondent, a question in cross-examination of petitioner as to whether he or she has been guilty of adultery is inadmissible.*

These were consolidated suits. In the first the husband prayed for a dissolution of his marriage with his wife on the ground of her adultery with the co-respondent named. The respondent and co-respondent denied this allegation, and the respondent by her answer and by her cross-petition further alleged that a form or ceremony of marriage was performed between the petitioner and herself, but that the said marriage had not been consummated owing to the impotence of the petitioner. By his reply the petitioner denied this allegation. The issue in the nullity suit was tried first. The wife gave evidence. The facts were of no interest, but in the course of cross-examination, counsel for the husband asked her whether she had committed adultery with the co-respondent. Counsel for the wife objected and cited the Evidence Further Amendment Act, 1869, s. 3. Counsel for the husband submitted he was entitled to ask the question to test the *bona fides* and sincerity of the wife, and that s. 3 of the Evidence Further Amendment Act, 1869, did not apply to a suit for nullity, which was not "a proceeding instituted in consequence of adultery." He cited *S. otherwise G.* v. *S.*, 1907, P. 224. Counsel for the wife submitted that she was protected not only by the Matrimonial Causes Act, 1857, s. 43, but also by s. 3 of the Evidence Further Amendment Act, 1869, as the suits had been consolidated; and therefore that section applied.

Duke, P., held that the question was inadmissible as s. 43 of the Matrimonial Causes Act, 1857, and s. 3 of the Evidence Further Amendment Act, 1869, should be read together.—Counsel: *Tyndale* for wife; *Cotes-Preedy* for husband; *Rolfe* for co-respondent. Solicitors: *Appleton & Co.* for the wife and the co-respondent; *Oswald Hickson, Collier & Co.* for the husband.

[Reported by C. G. Talbot-Ponsonby, Barrister-at-Law.]

# CASES OF LAST SITTINGS.

## Court of Appeal.

**DAVEY** *v.* **ROBINSON.** No. 1. 12th December, 1922.

County Court Practice—Action in High Court for Damages agreed at £150 and Injunction—Transfer of Action to County Court—Claim reduced to £90—Claim in the Alternative for Injunction—Jurisdiction of County Court to hear Action—County Courts Act, 1919, 9 & 10 Geo. 5, c. 73, ss. 1, 4.

*The plaintiff purchased from the defendants their business as electrica engineers, and by a clause in the agreement it was provided that the defendants were not to do work in that line within a distance of seven miles, and that upon each and every breach of that clause the defendants should pay to the plaintiff the sum of £150 by way of liquidated damages. The plaintiff discovered*

*that the defendants were working in breach of that clause, and he brought an action in the High Court, claiming (a) the sum of £150 agreed damages, and (b) an injunction to restrain the further breach. Later, the plaintiff applied to the master and obtained leave to transfer the action to Clerkenwell County Court, and he reduced his claim for damages to £90 in order to bring it within the county court limit. He then delivered particulars of claim in the county court action, by which he claimed (a) £90 damages, and (b) "in the alternative, if the said damages are not paid, an injunction." The defendants, in the county court, contended that the judge had no jurisdiction to try the action, inasmuch as the claim was substantially one for an injunction, and the claim for £90 was inadmissible, inasmuch as the agreement had fixed the damages at £150, and there was no evidence of anything which could alter that figure.*

*The county court judge adopted that contention, and decided further, that there was therefore no jurisdiction to grant the ancillary relief claimed. He therefore dismissed the action.*

*Held, by the Divisional Court, and affirmed by the Court of Appeal, that there was jurisdiction in the county court to hear and decide the matter, and that the case must go back to the county court judge for his decision.*

Appeal from a decision of the Divisional Court, reversing a decision of His Honour Judge Parfitt, at Clerkenwell County Court. The facts of this case appear from the head note. The defendants appealed, with leave, against the decision of the Divisional Court, that the matter should go back to the county court for re-hearing. The court dismissed the appeal.

Lord STERNDALE, M.R., said that it had been suggested that the original action had not been transferred but only an action for £90. That was not correct. Clearly, the whole action had been transferred—only the claim had been reduced to £90. Section 1 of the County Courts Act, 1919, required that the amount "remaining in dispute" should not exceed £100, and once the claim had been reduced to £90 there was no further amount "remaining in dispute." It was true that where a claim to relief, over and above the money claim, appeared upon the writ, that was a matter which the master should consider before transferring to the county court, but in this case the master had made the transfer, and there had been no appeal against his decision. It was said that if the original writ had claimed the injunction in the alternative, then the action could not have been transferred. He (Lord Sterndale) was not satisfied that that was so, but would assume that it was. It was said that to make an amendment which if it had been the original claim would have prevented the action being remitted was wrong, but there was a decision of the Divisional Court in *Spring* v. *Fernander*, 56 SOL. J.110; 81 L.J.K.B. 201, in which Hamilton and Bankes, JJ., held that an amendment could be made after the action had been remitted, although it raised a case which, if it had been upon the High Court writ in the first instance, or the statement of claim, might have prevented the action from being transferred. He (Lord Sterndale) thought that was correct, and that the point failed; but, moreover, when that case was heard the action, after being transferred, could only proceed within the jurisdiction of the county court. That was to say, if the matter raised something not within the county court jurisdiction at all, then the amendment could not be made; and that was because *Curtis* v. *Stovin*, 37 W.R. 315, had established that as the words of s. 65 of the County Courts Act, 1888, were "tried in any county court in which the action might have been commenced," it meant a county court which had jurisdiction to try that particular action. But the County Courts Act, 1919, s. 1, omitted those words, and substituted for them "whether the action could or could not have been commenced in the county court," and, in view of that, there seemed nothing wrong in the amendment. Then it had been suggested to the judge that as there was no real claim for damages, he had no jurisdiction to deal with the alternative claim for an injunction. It had been held that, in an action commenced in the county court, an injunction could not be granted where damages could not be recovered; an injunction being ancillary to damages, and not obtainable as a substantive thing by itself. But he (his lordship) thought that that did not apply to a transferred action, because there were wide words in the County Courts Act, 1919, which said, s. 4 (1), "where . . . an action . . . is ordered to be transferred from the High Court to a county court, any party may lodge" (certain documents), and, on their being so lodged, "the action . . . shall be transferred to the said county court, and, subject to county court rules, all further proceedings therein shall be taken and tried as if the action . . . had been originally commenced in the county court," then came very important words, "and the county court shall have jurisdiction to deal with the same, any enactment to the contrary notwithstanding." The meaning of that clearly was that the county court should have jurisdiction to deal with the matter, notwithstanding the fact that its original jurisdiction might be limited by statute so that it would not have had original jurisdiction to deal with the matter. Therefore, the present being a remitted action, the county court judge had jurisdiction to deal with it, and should deal with it, and it must go back to him for his decision.

ATKIN and YOUNGER, L.JJ., gave judgment to the same effect.—COUNSEL: *P. Quass* for the appellant; *Serjeant Sullivan*, K.C., and *Martin O'Connor* for the respondent. SOLICITORS: *Henniker, Rance & Co.*; *Edmond O'Connor & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

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The following have now been fixed as Commission Days for the Winter Assizes on the North-Eastern Circuit: Newcastle, 13th February; Durham, 20th February; York, 27th February; and Leeds, 5th March. The Judge is Mr. Justice Roche, who will be accompanied by a Commissioner of Assize.

# High Court—Chancery Division.

*In re* **HAY DRUMMOND: HALSEY** *v.* **PECHELL.**

Sargant, J. 20th December.

WILL—CONSTRUCTION—BEQUEST OF "ALL MONEY, SHARES AND SECURITIES" AT BANKERS—INSCRIPTION AND STOCK RECEIPTS.

*A bequest of "all money, shares and securities at my bankers" does not pass stocks of which only stock receipts and inscription receipts are among the papers at the bank, because such receipts are no evidence of title, and are valueless except for purposes of identification.*

This was an originating summons taken out by the testatrix's executors asking what property passed under a bequest in a codicil dated 17th November, 1908, to the will dated 27th July, 1899, of the Honourable Katherine Hay Drummond, who died in 1922. The words were as follows: "I give all money, shares and securities at my bankers," naming them to trustees upon trust to sell and invest as therein mentioned for the benefit of her nephew and his children as therein mentioned. The bankers had in their possession at the date of the testatrix's death cash and two certificates for railway preference stock, and stock receipts for New South Wales Stock, Corporation of London Stock and Local Loans, and inscription receipts for War Stock. From the evidence of stockbrokers it appeared that none of the stock receipts were of any value or negotiable, or capable of being used for the purpose of borrowing or otherwise. They were simply evidence that the stocks therein referred to were duly transferred to the testatrix on the dates stated in the receipts. The practice was that they were prepared by the brokers acting for the vendor of the stock signed by the person acting as attorney for the vendor, and witnessed by the proper officer of the Bank of England or other bank at which the books relating to the stock were kept. They were then tendered to the purchaser's broker as evidence that the stocks in question had been transferred, and on their production to him the purchaser's broker paid the purchase money. The inscription receipts were in the form used in respect of stock registered in the Bank of England, and in the case of certain Natal Government Stock as registered with the Crown Agents of the Colonies. The stocks to which both these classes of receipts referred to be freely dealt with without their production.

SARGANT, J., after stating the facts, said: The documents at the testatrix's bank relating to the stocks in question are not evidence of any title to the stocks. They are only evidence such as is ordinarily given to the purchaser's stockbroker by the vendor's stockbroker to show that the stock has been transferred to the purchaser in the books of the bank at which the stock was inscribed, and to enable the vendor to obtain the price of the stock. A document of this kind is no evidence of title, and in an entirely different category from certificates. The bank also issued what were called "inscription receipts," which showed, apparently, who had been the original subscriber. These are useful for the purpose of identification, but are not evidence of title. It is necessary to give some extended meaning to the words "shares and securities," and that can be done by saying that they refer to stocks, shares and securities the evidence of title to which is in the possession of the testatrix's bank. The court can go no further, and cannot apply the words to shares and securities of which there are no documents of title at the bank. The result is that the cash and the preference stock of which the certificates were at the bank passes under the bequest, but the stocks identified by the stock receipts and inscription receipts fall into residue.—COUNSEL: *Bryan Farrer; Mulligan; Greene*, K.C., and *Charles; Harman* (*Farwell* with him); *Grant*, K.C., and *Dighton Pollock*. SOLICITORS: *Arnold* and *Henry White; James Hall; Oliver Richards & Parker; Charles Russell & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

# High Court—King's Bench Division.

**CONSETT OVERSEERS** *v.* **DURHAM COUNTY COUNCIL.**

Div. Court. 24th and 25th October, 1922.

RATING—BLAST FURNACES—EIGHT FURNACES FORMING ONE PLANT—ASSESSMENT AS ONE HEREDITAMENT FOR PURPOSE OF NEW COUNTY RATE BASIS—PAROCHIAL ASSESSMENTS ACT, 1836, 6 & 7 Will. 4, c. 96, s. 1—COUNTY RATES ACT, 1852, 15 & 16 Vict., c. 81, ss. 2, 6.

*A blast furnace plant, consisting of eight furnaces, which were from time to time out of use, as* (inter alia) *they periodically required relining and repairing, was assessed, for the purposes of the county rate and county rate basis, as one hereditament. This assessment was appealed against and it was contended* (inter alia) *that each furnace was a separate rateable hereditament and had always been so treated by the overseers of the parish. The Court of Quarter Sessions dismissed the appeal and stated a case.*

*Held, that in cases of this kind it was really a question of fact in each case whether the whole plant was to be regarded as one or whether the individual, blast furnace was to be treated by itself; that being so there seemed to be no reason for thinking that the conclusion of the Court of Quarter Sessions was incorrect and the appeal must be dismissed.*

**Farnham Flint Gravel & Sand Co. Limited** *v.* **Farnham Union, 1901, 1 K.B. 272,** *distinguished.*

Case stated by Durham Quarter Sessions. The appellants, the overseers of the Parish of Consett, appealed to the Court of Quarter Sessions against

a certain county rate and also against a certain county rate basis, in respect of a blast furnace plant which is described in para. 2 of the case as a blast furnace plant for the smelting of pig-iron and consisting of "eight blast furnaces, with the land, railway sidings and other appurtenances necessary for the convenient working of the said plant. Each of the furnaces is connected with an apparatus which supplies a forced blast of hot air to such of them as are in blast and is only used in connection with the furnaces. The whole of the furnaces and apparatus, together with the land, railway sidings, etc., form one undertaking, though all the furnaces are not in practice in use, or in a position to be used, at one and the same time." Para. 7 of the case is as follows:—"It has been the invariable practice of the parish rating authority to treat each blast furnace with its appurtenances as a separate rateable hereditament; and in the valuation lists, made from time to time . . . only those furnaces were assessed which were in use. It is the general practice on the north-east coast . . . where blast furnaces exist to deal with them for rating purposes in this way." Para. 8 is as follows:—"In each of the years 1914 and 1921 the respondents made a new county rate basis, and upon both occasions obtained from the appellants a return of the annual rateable value at which the said blast furnace plants had been assessed by the appellants for the period during which the said return was made. In arriving at the assessment of the said parish for the purpose of the said new county rate basis the respondents upon each of the said occasions treated the whole of the said blast furnace plant as one hereditament and adopted the total rateable value of the said plant as shown by the appellants in their said return and included the same in the said new county rate basis for the Parish of Consett." By s. 1 of the Parochial Assessments Act, 1836, it is provided that "No rate for the relief of the poor in England and Wales shall be allowed by any justices . . . which shall not be made upon an estimate of the net annual value of the several hereditaments rated thereunto; that is to say, of the rent at which the same might reasonably be expected to let from year to year, free of all usual tenants rates and taxes, and tithe commutation rent charge, if any, and deducting therefrom the probable average annual cost of the repairs, insurance, and other expenses, if any, necessary to maintain them in a state to command such rent . . ." By s. 6 of the County Rates Act, 1852, it is provided: "For the purposes of preparing any such basis or standard for assessing any county rate" (i.e., the basis or standard for assessing county rates, prescribed by s. 2 of that statute) "the words 'full and fair annual value' shall be taken to mean the net annual value of any property as the same is or may be required by law to be estimated for the purpose of assessing the rates for the relief of the poor." Some of the furnaces were at various times out of blast, and (according to para. 4 of the case) the bricks constituting the furnaces burnt out on the average every three years. The furnaces then required relining and could not be used for some months. It was contended on behalf of the respondents (the Durham County Council) (1) that furnaces which were temporarily out of blast were in beneficial occupation and rateable; (2) that all the eight furnaces and apparatus formed one hereditament for rating purposes, and that such hereditament was none the less in beneficial occupation though one or more furnaces were out of blast, and that the appellants were not entitled in law either to remove from the valuation list such furnaces as were temporarily out of blast, or to leave them upon the list at merely nominal value; (3) that the county rating authority was not bound by the valuation of the Union Assessment Committee and that it was impracticable for such authority to alter the valuation of furnaces as they came out of and went into blast; (4) that the respondents' valuation was correct and duly took into consideration all the contingencies of trade affecting the hypothetical letting value of the hereditament. The Court of Quarter Sessions, being of opinion that the respondents' valuation was correct in law, dismissed the appeal, but stated this case.

Lord HEWART, C.J., in delivering judgment, said that there were really two questions before the Court of Quarter Sessions (1) whether it was right to treat the whole of the undertaking described as a blast furnace plant as one hereditament, or whether the true view was to consider and deal with each blast furnace as a separate occupation; (2) if the true view was that the hereditament was to be treated as one, ought the blast furnaces, which for any reason, or at any rate for any particular reason, were not in full use at the moment, to be totally eliminated in the computation of the rateable value. The case was distinguishable from such cases as *Farnham Flint Company* v. *Farnham Union*, *supra*. In that case it was clear that there was no process of relining a gravel pit so that it might again be brought into use. It was on the other hand an essential condition of the successful and profitable use of these blast furnaces that there should also be other blast furnaces forming a part of the plant which were in process of being relined and repaired: the plant was not complete if it numbered only the particular number of blast furnaces which at a particular moment must be in blast. It therefore appeared to his Lordship to be quite open to the Court of Quarter Sessions to say upon the facts that the true rateable hereditament in the present case was not the individual blast furnace, whether in full use at the moment or not. The question was whether the Court of Quarter Sessions was wrong in law in treating this plant as one rateable hereditament and in holding that furnaces which were out of blast in these circumstances which had been described were in beneficial occupation and rateable. It might well be that there were cases in which a man was in beneficial occupation of a single blast furnace, although it was quite obvious that his operations sooner or later would be very much hampered, if not cut off. It seemed to be really a question of fact, in each case whether the whole plant was to be regarded as one or whether the individual blast furnace was to be treated by itself. That being so his Lordship saw no reason for thinking that the conclusion arrived at by the Court of Quarter Sessions was incorrect. In these circumstances the appeal failed.

AVORY and SANKEY, J.J., delivered judgment to the same effect, and the appeal was dismissed.—COUNSEL: *Mitchell-Innes*, K.C., and *S. G. Turner*; *Mortimer*, K.C., and *W. Hedley*. SOLICITORS: *Pothecary, Rowe & Co.* for *Mann, Longden & Mann*, Sunderland; *Sharpe, Pritchard & Co.*, for *Harold Jevons*, Durham.

[Reported by J. L. DENISON, Barrister-at-Law.]

**EDWARDS** *v.* **PORTER.** Bailhache, J. 1st and 11th December, 1922.

HUSBAND AND WIFE—LOAN TO WIFE—WIFE FRAUDULENTLY PURPORTS TO BORROW ON BEHALF OF HUSBAND AND WITH HIS AUTHORITY—TORT—LIABILITY OF HUSBAND.

*The freedom of a husband from liability for torts committed by his wife in respect of contracts entered into by her extends to a fraudulent representation by her that she had authority to contract on his behalf.*

Wright v. Leonard, 11 C.B. N.S. 258 *referred to.*

A wife borrowed a sum of money, purporting to do so for her husband, and with his authority, with a view to the payment of his rates and certain other charges. An action was commenced by the lenders against the wife and the husband in respect of the loan. The husband denied liability on the ground that he had not authorised his wife to borrow the money, and knew nothing of the transaction.

BAILHACHE, J., in delivering a considered judgment, said that there was one settled exception to the general rule that a husband was liable for his wife's torts, viz.: That when the wife committed a tort of this nature, and made a fraudulent misrepresentation with a view to inducing a contract, and a contract was thereby induced, the husband was not liable. No contract was, in fact, induced, in his lordship's view, in the present case. It seemed, however, to be in accordance with the reasoning in *Wright* v. *Leonard*, *supra*, to hold that a husband was not liable for a fraudulent representation by his wife that she was authorised to enter into a contract on his behalf. There must be judgment for the plaintiff against the wife, the action against the husband being dismissed.—COUNSEL: *L. Fior*; *Thorn Drury, K.C.* and *Doughty*; *Monier-Williams*. SOLICITORS: *Butcher & Simon Burns*; *Sewell, Edwards & Nevill.*

[Reported by J. L. DENISON, Barrister-at-Law.]

# Court of Criminal Appeal.

**REX** *v.* **CROCKER.** 27th November, 1922.

CRIMINAL LAW—OFFENCE AGAINST YOUNG GIRL—CARNAL KNOWLEDGE OF GIRL UNDER SIXTEEN YEARS—EVIDENCE—GIRL'S UNCORROBORATED EVIDENCE—WARNING TO THE JURY—CONVICTION.

*Where, on a charge of having had carnal knowledge of a girl under sixteen years of age, the only evidence against the appellant was that of the girl herself, and she had made no complaint against him until about five or six months after the alleged offence on her, and the judge, in summing up, several times drew the attention of the jury to the fact that the girl's evidence was uncorroborated, the appellant was convicted, it was held that the conviction was good. The testimony of the girl was not on the same plane as that of an accomplice. The jury having convicted after hearing the girl and the other witnesses, and after the reiterated warnings of the judge, the court would not interfere, and the appeal must be dismissed.*

Appeal against conviction. The appellant was charged with having had carnal knowledge of a girl under sixteen years of age—namely, of the age of fifteen and a half. The girl stated in evidence that she went to her aunt's house to help with the housework while her aunt was ill, and that the appellant, who was her uncle, assaulted her in the living room of the house at 2.45 p.m. Other persons were in and about the house at the time, but the girl made no complaint of what had happened. Next day she went to the house again and her uncle again assaulted her. Five or six months later the girl found that she was pregnant, and then, for the first time, stated that the appellant was responsible for her condition. In summing-up the case to the jury, the judge in several passages pointed out that the girl's evidence was wholly uncorroborated. The jury convicted the appellant, who was sentenced to eighteen months imprisonment, with hard labour.

Lord HEWART, C.J., delivered the judgment of the court (Lord HEWART, C.J. DARLING and SALTER, JJ.). His lordship said that the trial judge, in the course of his summing-up, warned the jury in clear and emphatic language that the evidence of the girl was not corroborated in any way. He did so at the beginning, at the end, and at intermediate stages of the summing up, and told the jury that they ought not to convict the appellant unless they were quite satisfied that the girl was telling the truth. Nevertheless it has been argued that, notwithstanding the clear warning of the judge, the result of the trial was unsatisfactory. That argument has been based on the law laid down regarding the testimony of accomplices. It is necessary to bear in mind what Lord Reading, C.J., said in *Rex* v. *Baskerville*, 60 SOL. J., 696, 697; 1916, 2 K.B. 658, at p. 663:—"There is no doubt that the uncorroborated evidence of an accomplice is admissible in law: See *Rex*

v. *Atwood*, 1788, 1 Leach, 464. But it has long been a rule of practice at common law for the judge to warn the jury of the danger of convicting a prisoner on the uncorroborated testimony of an accomplice or accomplices and, in the discretion of the judge, to advise them not to convict upon such evidence; but the judge should point out to the jury that it is within their legal province to convict upon such unconfirmed evidence." That is the law even with regard to accomplices. There is no reason to suggest that the testimony of the girl in this case is to be regarded as being on the same plan as that of accomplices. It was not on that ground that the warning was given, but because it was a case of oath against oath and because a person of tender years was making a complaint. If, however, the evidence had been that of an accomplice, it would have been within the province of the jury to convict the appellant. How much more was it within their province to convict him in the circumstances which actually existed? The jury had an opportunity of seeing the witnesses and, after the reiterated warnings of a judge, they decided to act on the girl's evidence. In these circumstances it would be a new departure for this court to interfere and thus usurp the functions of the jury. Therefore the appeal must be dismissed.—COUNSEL: *F. J. Tucker*; *W. D. Coleridge*. SOLICITORS: *Registrar of the Court of Criminal Appeal*; *Director of Public Prosecutions*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

# New Orders.

## Foreign Office.

By a decision of the Ambassadors' Conference at Paris on the 20th ultimo, recognition *de jure* has been accorded to the Republic of Lithuania. Similar decisions as to the recognition *de jure* of the Esthonian and Latvian Republics had previously been taken by the Supreme Council on the 26th January, 1921; and by a decision of the Ambassadors' Conference at Paris on the 27th October, 1920, Danzig had been constituted a Free City.

2. Finland and Poland were formally recognised by His Majesty's Government as independent and sovereign States on the 5th May, 1919, and the 23rd February, 1919, respectively. [*Gazette*, 12th Jan.

12th January.

## Home Office.

DANGEROUS DRUGS ACT, 1920.

Notice is hereby given, under the Rules Publication Act, 1893, that it is proposed by the Secretary of State for the Home Department, after the expiration of forty days from this date, in pursuance of the powers conferred upon him by the Dangerous Drugs Act, 1920 (10 & 11 Geo. V, c. 46), to make Regulations amending the Regulations made on the 20th May, 1921, under ss. 3 and 7 of the above-named Act.

The amending Regulations deal (*a*) with the issue of licences to procure the drugs as broker or agent, and (*b*) with the form of signatures on prescriptions given on the official form for National Health Insurance purposes.

Draft copies of the said Regulations can be obtained on application to the Under Secretary of State, Home Office, London, S.W.1.

12th January. [*Gazette*, 12th Jan.

# Societies.

## The Law Society.

A Special General Meeting of the members of the Society will be held in the Hall of the Society, on Friday, the 26th January, at 2 o'clock. Mr. Percy H. Chambers (London) will ask: "Whether the Council intend to admit women solicitors as members of the Society on their being duly proposed and on payment of the usual fees, and if so, whether they propose to provide them with suitable separate cloak-room and lavatory accommodation notwithstanding they have hitherto refused to grant such accommodation to the women when students"; and will move: "That having regard to the fact that women have been admitted to the Society's lectures and classes and to the students' rooms since September, 1919, it is imperative that they should be provided with suitable separate cloak-room and lavatory accommodation without further delay, and that the Council be requested accordingly to take immediate steps for its suitable provision." Mr. Owen H. Davies (London) has also given notices in identical terms. Mr. H. Anderson (London) will move: "That this meeting whilst regretting the accumulated arrears of unallocated Poor Persons' divorces, referred to in the circular letter of the President, dated 6th November, 1922, is of opinion that the existing regulations relating to Poor Persons Procedure are directly responsible for the congestion, and requests the Council to take the necessary steps to amend the regulations by providing for payment to solicitors of moderate out-of-pocket expenses, and for such other amendments as the circumstances require."

E. R. COOK,
Secretary.

Law Society's Hall,
Chancery Lane, London, W.C.2,
17th January.

## The Chester and North Wales Law Society.

Under the Solicitors Act of last year, says the *Manchester Guardian* of the 15th inst., all clerks articled to solicitors during and after this year must, before they sit for the final examination of the Law Society to qualify as members of the legal profession, attend for a year at a recognised law school, unless they have previously obtained their degree in law at a university. The question as to how articled clerks in North Wales can be provided with facilities for the legal education now required was considered on Saturday at a special meeting of the Chester and North Wales Law Society at Rhyl.

The president of the Society, Mr. Francis Nunn, of Colwyn Bay, said that articled clerks would in future have to undergo a semi-collegiate training. This had been optional for many years, though, with the average articled clerk, the crammer had found the greater favour. In the dim past when he (Mr. Nunn) was an articled clerk in his native city, he attended classes in Chancery Lane and succeeded in carrying off the prize. He was sure all solicitors would hail any steps taken by the Legislature to improve the status of their profession. In Germany he believed every Rechtsanwalt was a university man and usually had a doctor's degree, and generally it might be taken that the notary or other Continental equivalent of an English solicitor was a man of good scholastic attainments. It was therefore "up to" the profession to give the new Act all possible countenance, encouragement and assistance.

He confessed that in moving the Society to call that conference he had been actuated very largely by a quality in which the exponents of the law were often supposed to be deficient—sentiment. The Society was hybrid; it ministered to the Saxon and to the Celt. Brethren in Chester and its county, as also many of those over the border, would, in the matter of law classes, be well served by Liverpool, while some, in the more southerly parts of North Wales, would find in Aberystwyth a law school which was old established and highly efficient. Their articled clerks would be able to run over to one of those places and back the same day without the obligation of seeking sleeping accommodation away from home. But what were the articled clerks at Holyhead, Carnarvon, Portmadoc, Bangor, Llandudno, Llanrwst, Denbigh, and Rhyl to do? True, this was a sparsely inhabited district, but was North Wales—which, after all, was the true and original Wales of history, the district which gave its name to the heir apparent of the Crown—to be compelled to say to its sons and daughters, "We cannot complete your education in the legal profession; you must go to Liverpool or Manchester?" This must not be. At Bangor there was one of the four university colleges with which the Principality was endowed, and he earnestly hoped that that conference might lead to the provision under the auspices of the University College of North Wales of the means of carrying out for the coming articled clerks of North Wales

the provisions of this Act. This was largely a matter for the solicitors of North Wales, and he wanted to acknowledge the very cordial way in which the English members of the Committee of the Society had taken the matter up. At a recent well-attended committee meeting only one genuine Welshman was present, yet the English members one and all cordially threw themselves into the movement and agreed to the machinery and resources of the Society being employed to promote a scheme for legal education in North Wales.

Mr. H. G. Hope, Chester, secretary of the Society, stated that, in the counties of Flint, Denbigh, Carnarvon and Anglesey there were at present thirty-two articled clerks, but they, of course, would be exempt from the provisions of the Act. Three of the thirty-two, it was also stated, are women.

NORTH WALES DIFFICULTIES.

Mr. F. Llewellyn-Jones, Solicitor, Mold, the hon. secretary of the Joint Board of Legal Studies for Wales, was called upon to open the discussion. He said the Law School at Aberystwyth, with the establishment of which he was associated, had now become a very successful school and provided the full course for articled clerks and students who intended to take a degree in law. The Board of Legal Studies for Wales was formed in 1910, and consisted of representatives of the University of Wales and the various law societies in the Principality. During the latter part of the war it was in a state of suspended animation, but with the passing of the Act of last year the question of the revival of arrangements for legal education in North Wales immediately became of importance, and a meeting of the Joint Board was held at Shrewsbury on 29th November, at which it was resolved to make an application to the Law Society for a grant for the legal education of articled clerks in Wales. Cardiff, Swansea, and Aberystwyth Colleges had already taken the necessary steps for the submission to the Joint Board of schemes for the education of articled clerks in their areas. A meeting of the Joint Board would be held in London on Saturday next to consider the whole situation. Principal Jenks, of the Law Society, would be present to advise the Joint Board. So far as any funds of the Law Society would, in future, be available, they would be paid to the Joint Board, who would have the allocation of them to the various law schools in Wales, and it was important that any application for a grant for North Wales should be submitted, together with a scheme, as soon as possible.

The difficulty in North Wales was a serious one, owing to the small number of students who could take advantage of any classes that might be established. It might be possible to come to some arrangement with the Senate and Council of the University College at Aberystwyth by which the lecturers at Aberystwyth could devote part of their time to classes in law at Bangor. Another alternative would be to offer scholarships to enable articled clerks to attend the legal courses at Aberystwyth. At the moment, owing to the financial stringency, the University Council would look with disfavour upon any proposal to establish a new school at one of the constituent colleges. At the same time, he was glad that the President and Committee of the Chester and North Wales Law Society had provided the opportunity of considering whether some provision could not be made in North Wales for the education of articled clerks. Every practising solicitor now contributed £1 a year towards the cost of legal education, so that the sum available for that purpose was much larger than hitherto.

Major W. P. Wheldon, Registrar of the University College of North Wales, Bangor, who, as a solicitor, is a member of the Law Society, said it could be taken for granted that the Senate and Council at Bangor would give all possible assistance and co-operation in any scheme which the Society might formulate, provided it entailed no additional financial obligation upon the College. The College would provide accommodation for the classes and provide the necessary academic supervision. Bangor did not contemplate doing anything which would entrench upon the position of the Law School at Aberystwyth. Mr. Llewellyn-Jones' suggestion seemed a fertile one, that Aberystwyth should send a man to Bangor to carry on such classes as were required to comply with the new Act, for the convenience of local pupils.

Mr. J. J. Marks, Llandudno, who said he believed that Bangor College should ultimately have a fully-equipped law school, and that a legal education should be part of the equipment of every well-educated man or woman, eventually moved, and Mr. L. Lloyd John, Corwen, seconded the following resolution, which was carried: "That the Society is of opinion that a law school should be established at the University College of North Wales (Bangor), and is prepared to co-operate with the University College in effecting that object."

On the motion of Mr. W. O. Jones, Llangefni (Clerk of the Peace for Anglesey), seconded by Mr. J. Pentir Williams, Town Clerk of Bangor, it was also resolved to recommend to the Joint Board of Legal Education for Wales that, in allocating grants towards legal education for articled clerks in Wales, provision should be made which will enable articled clerks in the North Wales area to attend lectures at Bangor.

## Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on the 11th inst., Mr. J. F. Rowlatt in the chair. The other Directors present were Messrs. W. C. Blandy (Reading), W. F. Cunliffe, T. S. Curtis, W. E. Gillett, L. W. North Hickley, E. T. Knapp-Fisher, A. Copson Peake (Leeds), M. A. Tweedie, and A. B. Urmston (Maidstone). One thousand six hundred pounds was distributed in grants of relief; 114 new members were admitted; and other general business transacted.

## The International Labour Office of the League of Nations.

ACCIDENT COMPENSATION FOR ALIEN WORKERS.

AGREEMENT BETWEEN ITALY AND THE ARGENTINE REPUBLIC.

The protection of workers in countries other than their own, which has received the constant attention of the International Labour Office of the League of Nations, is carried a step forward by the issue of a Royal Decree in Italy giving full and complete effect to a Convention signed with the Argentine Republic regarding reciprocal treatment of workers respecting compensation for industrial accidents.

This Convention is intended to guarantee to the nationals of either one of these two countries who may become victims of industrial accidents while employed within the territory of the other country, reciprocity of treatment in regard to compensation payable in respect of industrial accidents.

The Convention, therefore, partly applies the principle of the recommendation which was adopted at the First International Labour Conference held at Washington in 1919, which runs:—

> "The General Conference recommends that each member of the International Labour Organisation shall, on condition of reciprocity and upon terms to be agreed between the countries concerned, admit the foreign workers (together with their families) employed within its territory, to the benefit of its laws and regulations for the protection of its own workers, as well as to the right of lawful organisation as enjoyed by its own workers."

16th January, 1923.

## The Central Discharged Prisoners' Aid Society.

Sir John Anderson, Permanent Under-Secretary of State and the Prison Commissioners, received on the 11th inst., at the Home Office, Mr. F. P. Whitbread, President of the Central Discharged Prisoners' Aid Society, Leicester Square, and various delegates of Aid Societies at H.M. Prisons, to discuss problems relating to the work of aiding prisoners on discharge. Over 20,000 are assisted annually on discharge, in addition to a large number of deserving dependents of prisoners, throughout England and Wales.

The Secretary of the Society has received the following message from a prisoner:—"I trust that the New Year may bring greater success to the noble efforts of your Society." A kind thought for 1923 from one who some years ago, when quite young, was respited after being sentenced to death. The Secretary has kept up a continuous correspondence with him for years as a prisoner's friend and occasionally visited him.

## United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, the 15th January, 1923, Mr. G. B. Burke in the chair. Mr. J. H. G. Buller moved:—"That this House is of the opinion that the reunion of the two sections of the Liberal Party is desirable in the interests of the Nation." Mr. L. F. Stemp opposed. Messrs. Ivan Horniman, T. Jameson, J. S. Neave, S. E. Redfern, Raymond Oliver, R. Walker, H. S. Wood-Smith, H. Shanby, and Sydney Ashley also spoke. The motion was put to the meeting and lost by the casting vote of the chairman. The next meeting will be held on Monday, 29th January.

# The Coming Budget.

A special committee of the Association of British Chambers of Commerce, says *The Times* (16th inst.), has been considering the representations which should be made to the Chancellor of the Exchequer on the subject of taxation with special reference to the provisions of the next Finance Bill. The committee had before it the views of the various Chambers of Commerce throughout the country, and its recommendations have now been approved by the executive council of the Association.

The Association intends to urge that the corporation profits tax should be abolished; that the stamp duty on transfers should be restored to its pre-war level; that super-tax should be assessed on the net income and not on the gross income; and that the recommendations of the Royal Commission on Income Tax, 1920, with respect to the taxation of co-operative societies should be carried into effect.

The Royal Commission recommended, in effect, "that a society should be treated exactly as a limited company trading in similar circumstances and under similar conditions, and if our proposals are acted upon it will be necessary to amend the existing law in so far as it confers special exemption on co-operative societies."

The Association will bring these matters before the Chancellor of the Exchequer on his return from the United States.

# Englishman forcibly taken to Scotland

*The Times* correspondent at Edinburgh, in a message of 11th January, says :—

Lord Blackburn, in the Court of Session to-day, had before him for private interrogation an Englishman who had been brought to Scotland in the custody of two tipstaffs. This was stated to be the first instance of an application having been made to take the "body" of anyone out of England for such an examination.

In the liquidation of a Scottish company the winding-up judge had directed the former manager in London to attend for examination in reference to the affairs of the company, but he failed to appear. He resided in the South of England. Under the Companies Acts, 1908-1917, the judge granted a warrant to all officers of the law to search for and take and apprehend the person of the individual in question, and to bring him to the bar of the Lord Ordinary's Court to be examined on oath, and the liquidator was authorized to apply to the appropriate Court in London to enforce his lordship's warrant.

The English Courts were in vacation, but the authority of the Chancery Court was invoked under the Imperial company statutes, and although it was said that no order had ever been applied for to take the "body" of anyone out of England the Vacation Registrar made the order of the Scottish Court an order of the Chancery Court, and empowered the tipstaff of the court to apprehend the man and take him to Edinburgh. The tipstaff is an officer attached to the High Court in England for the purpose of taking persons to prison in cases of contempt of Court.

The man appeared to-day before Lord Blackburn under the charge of two tipstaffs and underwent examination in private, being afterwards released from the custody of the tipstaffs.

# Newspaper Insurance.

*The Times* correspondent at Exeter, in a message of 9th January, says :—Judgment was delivered in Exeter County Court to-day by Judge Higgins, on behalf of Judge Terrell, K.C., in a newspaper insurance test case, which was heard in December at this Court.

An Exeter City Council labourer, who was a registered reader of the *Daily Express*, sued the London Express Newspaper, Limited, and the General Accident Fire and Life Assurance Corporation, Limited, for £20, being £4 weekly for five weeks, in respect of a cycling accident. The Assurance Corporation had sent the plaintiff a cheque for £4 "in final settlement," which he had returned. The newspaper company wrote that the amount of compensation was entirely a matter between the plaintiff and the Assurance Corporation, and the Corporation declined to increase the payment, referring the plaintiff to the arbitration clause in the conditions.

Judge Terrell, in his judgment, said the defendants set up the defences that the action should have been against the Corporation, not against the newspaper company; that the insurance scheme stipulated arbitration as a precedent to action; and that if the contract was with the company the claim was for unliquidated damages. The Judge found that the contract was with the newspaper company, not with the Corporation. He considered that the advertisement in the *Daily Express* saying that the Corporation would pay any registered reader meant that the Corporation would pay as agents. He found that the plaintiff received no notice of any conditions attaching to the contract, except that he must continue to be a regular subscriber. As a matter of law, the Judge held that the plaintiff was not affected by the notice of conditions stated in certain issues of the newspaper, and consequently arbitration was not a condition precedent to the plaintiff's right to maintain action. The defences to the action were wholly technical and devoid of merit, and he would not give the defendants any indulgence enabling them to raise further technical defence. He gave judgment for the plaintiff for £20, and costs.

In reviewing the action, the Judge said that for the purposes of obtaining subscribers the newspaper appointed district supervisors, whose duty it was to appoint canvassers for subscribers, but the system was so loose that they were unable, by reference to books or papers, to identify the canvasser who obtained any particular subscriber.

Notice of appeal being given, Judge Higgins refused a stay of execution except as to costs.

# Law Students' Journal.

## Law Students' Debating Society.

At a meeting of the Society held at the Law Society's Hall on Tuesday, 16th January, 1923 (chairman, Mr. Raymond Oliver), the subject for debate was: "That the case of *Folkes* v. *King*, 1922, 2 K.B. 346, was wrongly decided." Mr. Peter Anderson opened in the affirmative. Mr. W. M. Pleadwell seconded in the affirmative. Mr. R. A. Beck opened in the negative. Mr. K. V. Hooper seconded in the negative. The following members also spoke: Messrs. V. R. Aronson, J. J. B. Rutter, R. M. Ward, H. Quennell, P. Quass, H. Shanley, C. W. M. Turner and J. W. Morris. The opener having replied and the Chairman having summed up, the motion was carried by one vote. There were seventeen members present.



# Legal News.

## Appointments.

Mr. JOSEPH BRIDGES MATTHEWS, K.C., has been appointed to be Recorder of Dudley in the place of Mr. Arthur J. Disturnal, K.C., who has resigned; and

Mr. ARTHUR J. H. M. BRICE has been appointed to be Recorder of Tewkesbury, in succession to Mr. Joseph Bridges Matthews, K.C., who resigns on appointment to the Recordership of Dudley.

## Business Announcement.

Messrs. COHN, SELIGMAN & BAX, of 52, New Broad Street, London, E.C.2, on the 1st January, opened a branch office, at Wharncliffe House, No. 44, Bank Street, Sheffield. The practice there will be carried on by Mr. HAROLD POWIS, who has been taken into partnership in conjunction with the London members of the firm.

## Dissolutions.

JOHN COLIN DOMINY and CHARLES CECIL DOMINY, Solicitors, 17, Portland-terrace, Southampton (Robins, Westlake & Dominy), 1st January, 1923. The said Charles Cecil Dominy will continue to carry on the said business. [*Gazette*, 12th January.

FREDERICK WILLIAM GOODALL and REGINALD CRAWSHAW DOBSON, Solicitors, 4 and 6, Vernon-street, Cookridge-street, Leeds (Hewson, Goodall & Dobson), 1st January, 1923. The said Frederick William Goodall will practise on his own account as Hewson & Goodall, at 4 and 6, Vernon-street aforesaid, and the said Reginald Crawshaw Dobson will practise on his own account at 18/19, North British-buildings, East-parade, Leeds. [*Gazette*, 12th January.

Communications intended for the Committee recently appointed by the Chancellor of the Exchequer to consider the simplification of income tax forms and super-tax forms should be addressed to the Secretary, Income Tax Forms Committee, Room 646, Royal Courts of Justice, Strand, London, W.C.2.

# Court Papers.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 1. | Mr. Justice Eve. | Mr. Justice Romer. |
|---|---|---|---|---|
| Monday .. Jan. 22 | Mr. Hicks Beach | Mr. Garrett | Mr. More | Mr. Jolly |
| Tuesday ..... 23 | Bloxam | Synge | Jolly | More |
| Wednesday ... 24 | More | Hicks Beach | More | Jolly |
| Thursday ..... 25 | Jolly | Bloxam | Jolly | More |
| Friday ..... 26 | Garrett | More | More | Jolly |
| Saturday ..... 27 | Synge | Jolly | Jolly | More |

| Date. | Mr. Justice Sargant. | Mr. Justice Russell. | Mr. Justice Astbury. | Mr. Justice P. O. Lawrence. |
|---|---|---|---|---|
| Monday .. Jan. 22 | Mr. Synge | Mr. Garrett | Mr. Bloxam | Mr. Hicks Beach |
| Tuesday ..... 23 | Garrett | Synge | Hicks Beach | Bloxam |
| Wednesday ... 24 | Synge | Garrett | Bloxam | Hicks Beach |
| Thursday ..... 25 | Garrett | Synge | Hicks Beach | Bloxam |
| Friday ..... 26 | Synge | Garrett | Bloxam | Hicks Beach |
| Saturday ..... 27 | Garrett | Synge | Hicks Beach | Bloxam |

# Winding-up Notices.

**JOINT STOCK COMPANIES.**
**LIMITED IN CHANCERY.**
**CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.**

*London Gazette.*—FRIDAY, January 12.

RED "R" STEAMSHIP CO. LTD. Feb. 20. Joseph Miller, Millburn House, Newcastle-upon-Tyne.
SHAW & CO. (SHIPPING) LTD. Feb. 12. Edward P. Cooke, 12, Leadenhall-st., E.C.
REVILLS DRUG STORES LTD. Feb. 8. Walter H. Izod, "St. Issey," Stanley-rd., Hornchurch.
CHARLES LOMAX LTD. Jan. 31. Ernest O. Mosley, 8, Garden-st., Ramsbottom.
E. BIRCH & SONS LTD. Feb. 2. Edwin P. Birch, 4, Ship Street-gdns., Ship-st., Brighton.
WILLIAM H. VICKERS & CO. (MANCHESTER) LTD. Feb. 28. Richard H. Lord, 53, Brown-st., Manchester.
CHALLONER BROS. LTD. Jan. 27. Alfred H. Hunt, 14, Cook-st., Liverpool.
BOLTON WEAVING CO. LTD. Feb. 16. William Hanscomb, 41, Mawdsley-st., Bolton.

*London Gazette.*—TUESDAY, January 16.

MESSRS. GUTTERIDGE & CO. LTD. Feb. 16. E. H. Hawkins 4, Charterhouse-sqe.
CHEMICALS & BY-PRODUCTS LTD. Feb. 19. Harold G. Howitt, 11, Ironmonger-lane.
BRUFORD & CO LTD. March 10. Jack G. Durrant and Cyril H. Taylor, 1, Allington-st., Pimlico.
WEST DELTA LAND CO. LTD. March 31. William H. Peat, 11, Ironmonger-lane, E.C.
R. BELL & CO. LTD. March 1. John H. Bourne, 3, Lord-st. Liverpool.
PREMIER MATCH CO. LTD. Feb. 15. Frank P. Rabbidge, care of said Company.

# Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, January 12.

The Commercial Engineering Co. Ltd.
Morris Rosen & Co. Ltd.
Pownall's Ltd.
Shelton Ltd.
John Johnson & Co. Ltd.
Midas Polishes Ltd.
Geo. Crane Ltd.
Dunn & Co. (Cheltenham) Ltd.
Nickel Concentration Ltd.
Jacqueline et Cie., Ltd.
Egyptian Assets Realisation Ltd.
Rockwares Ltd.
Cycle & Motor Manufacturing Co. (Japan) Ltd.
Smith & Clark Ltd.
The Oakwood Colliery Co. Ltd.
E. Birch & Sons Ltd.
Blue Hails (Putney) Ltd.
St. Ives Investment Syndicate Ltd.
A. W. Baron & Co. Ltd.
Longford Farms Ltd.
The City Shirt Co. Ltd.
Bolton Weaving Co. Ltd.
Leslie C. Owen & Co. Ltd.
The Clifton Trust Co. Ltd.
West Delta Land Co. Ltd.
Boston House Ltd.
Bristow & Howell Ltd.
Aladdin Polish Co. Ltd.
Mitre Polish Co. Ltd.
King, Sons & Co. Ltd.
Charles Lomax Ltd.
F. J. Bramwell Ltd.
The Harborne Home Farm Ltd.
The Stretton Estate Ltd.
The Cromford Manufacturing Co. Ltd.
Hampfields Ltd.
The Humphrey Pump Co. Ltd.
Stratford Metal Pressings Co. Ltd.
Coliseum Birmingham Ltd.
Halstead & Moore Ltd.
Electric Pavilion (Edgware Road) Ltd.
William H. Vickers & Co. (Manchester) Ltd.
Henry Ford & Co. Ltd.
Mac's Sweets Ltd
County Carriers Ltd.

*London Gazette.*—TUESDAY, January 16.

Kent Barge Owners' Mutual Insurance Association Ltd.
Fireproof Ltd.
John Wm. Walton Ltd.
Contractors Supply Co. Ltd.
R. A. Bloodworth Ltd.
Coliseum Electric Cinema (Northampton) Ltd.
Mail Orders (Surplus Disposals) Ltd.
The Norton Arms Hotel (Knighton) Ltd.
Thomas Garlitt & Son Ltd.
C. H. Bond Ltd.
The Homerton Bottle Co. Ltd.
Gem Castor Co. Ltd.
Berkerson Ltd.
Crosby Trading Co. Ltd,
Dickson & Roth Ltd.
A. Ryder & Company (Westbourne Grove) Ltd.
Frances Motors Ltd.
Southgate Bros. Ltd.
The Ilkeston Brewery Co. Ltd.
Domus Co. Ltd.
Pan Ltd.
James McHamish & Co. Ltd.
G. H. Sanderson Ltd.
Chemicals & By-Products Ltd
Curtey's Motor Co. Ltd.
The Threadneedle Insurance Co. Ltd.

# Bankruptcy Notices.

RECEIVING ORDERS.

*London Gazette.*—FRIDAY, January 12.

AMATO, LUIGI, Deptford, Engineer. Greenwich. Pet. Nov. 16. Ord. Jan. 9.
BELL, JOHN J., Sneinton, Notts, Licensed Victualler. Nottingham. Pet. Jan. 9. Ord. Jan. 9.
BENABU, SYDNEY D., Fenchurch-st., Produce Merchant. High Court. Pet. Dec. 7. Ord. Jan. 9.
BISHOP, ALFRED, Great Titchfield-st., W., Tailor. High Court. Pet. Dec. 12. Ord. Jan. 8.
BODDINGTON, SIDNEY A., Market Harborough, Confectioners' Manager. Liecester. Pet. Jan. 8. Ord. Jan. 8.
BONE, HARRY W., Burry Port, Carmarthenshire, Engineer. Carmarthen. Pet. Nov. 3. Ord. Jan. 9.
BOOTH, ARTHUR R., Brixton. High Court. Pet. Dec. 29. Ord. Jan. 9.
CARE, EDGAR, Stockton-on-Tees, Printer. Stockton-on-Tees. Pet. Jan. 8. Ord. Jan. 8.
COOPER, FRANCIS J., Rushden, Grocer. Northampton. Pet. Jan. 8. Ord. Jan. 8.
CURTIS, CLARK B., Wellingborough, Boot Upper, Legging Manufacturer. Northampton. Pet. Jan. 9. Ord. Jan. 9.
DAUNCEY, GEORGE C. M., Dunstable, Dentist. Luton. Pet. Jan. 8. Ord. Jan. 8.
EDE, DANIEL F., Guildford, Decorator. Guildford. Pet. Jan. 10. Ord. Jan. 10.
ERRINGTON, W. V., Windsor Forest, Berks. Windsor. Pet. Dec. 6. Ord. Jan. 9.
EVANS, PHILIP W., Caerau, Glam, Tailor. Cardiff. Pet. Jan. 10. Ord. Jan. 10.
EYRE, WALTER E., Myddelton-sq., Clerkenwell, E.C., Law Stationer. High Court. Pet. Jan. 9. Ord. Jan. 9.
FOLLEY, FRED, Isle of Ely, Cambridge. Farmer. King's Lynn. Pet. Jan. 8. Ord. Jan. 8.
FREEMAN, THOMAS, and PAGE, IVO, Eastbourne, Motor Engineers. Eastbourne. Pet. Jan. 10. Ord. Jan. 10.
GLASCOTT, ERNEST, Birmingham, Wholesale Confectioner. Birmingham. Pet. Jan. 9. Ord. Jan. 9.
GIBB, JOHN C., Old Tafford, Solicitor's Clerk. Salford. Pet. Dec. 16. Ord. Jan. 8.
GOLD, DAVID, and WILLIAMS, ALFRED F., Farringdon-rd., Wholesale Confectioners. High Court. Pet. Jan. 8. Ord. Jan. 9.
HATTERSLEY, THOMAS, Sheffield, Motor Engineer. Sheffield. Pet. Jan. 8. Ord. Jan. 8.
HILL, ROBERT R., Fulham. High Court. Pet. Dec. 8. Ord. Jan. 10.
HILLAM, LAWRENCE, Selby, General Carrier. York. Pet. Jan. 9. Ord. Jan. 9.
HOLLAND, ABRAHAM J., Kettering, Boot Dealer. Northampton. Pet. Jan. 5. Ord. Jan. 5.
HOTSON, JOSEPH, Wisbech-Saint-Peter, Innkeeper. King's Lynn. Pet. Jan. 8. Ord. Jan. 8.
HOWE, WILLIAM, Barnsley, Fruiterer. Barnsley. Pet. Jan. 8. Ord. Jan. 8.
HOWELLS, LEONARD, Trench, near Wellington, Licensed Victualler. Shrewsbury. Pet. Jan. 9. Ord. Jan. 9.
JENKINSON, FREDERICK W., Manchester, Commission Agent. Manchester. Pet. Jan. 9. Ord. Jan. 9.
JOHNSON, JETHRO, Coventry, Fruiterer. Coventry. Pet. Jan. 10. Ord. Jan. 10.
J. LANDAU & SONS, Whitechapel, Government Contractors. High Court. Pet. Dec. 20. Ord. Jan. 10.
LEE, FRED, Rushden, Upholsterer. Northampton. Pet. Jan. 9. Ord. Jan. 9.
LEES, EDMUND H., Weybridge. Kingston (Surrey). Pet. Dec. 12. Ord. Jan. 8.
LEIGH & DAWSON, Manchester, General Merchants. Manchester. Pet. Dec. 4. Ord. Jan. 8.
LITCHFIELD, ARTHUR C. A., Swanage, Schoolmaster. Poole. Pet. Dec. 12. Ord. Jan. 10.
MAFFUNIADES, J. P., Tottenham, General Printers. Edmonton. Pet. Dec. 8. Ord. Jan. 5.
MASTERTON, R. F., London Wall, Financier. High Court. Pet. Nov. 8. Ord. Jan. 10.
MIDDLETON, HENRY, Eastville, Lincs. Boston. Pet. Dec. 13. Ord. Jan. 6.
MURPHY, FREDERICK, Batley, Drysalter. Dewsbury. Pet. Jan. 9. Ord. Jan. 9.
NOBLE, FREDERICK H., Bury, Macadamiser. Bolton. Pet. Dec. 19. Ord. Jan. 10.
PRESTON, WILLIAM D., Middlesbrough, Café Proprietor, Middlesbrough. Pet. Jan. 9. Ord. Jan. 9.
PRETT, EDWARD J., Horbury, Yorks, Baker. Wakefield. Pet. Jan. 8. Ord. Jan. 8.
RADFORD, THOMAS, Aberbeeg, Mon., Smallholder. Newport (Mon.). Pet. Jan. 9. Ord. Jan. 9.
RAYNES, FRANK, Sheffield, Licensed Victualler. Sheffield. Pet. Jan. 8. Ord. Jan. 8.
RUSSELL, EDGAR, and RUSSELL, JOHN, Worksop, Notts, Greengrocers. Sheffield. Pet. Jan. 9. Ord. Jan. 9.
SHUTTLEWORTH, EDWARD, Huddersfield, Drysalter. Huddersfield. Pet. Jan. 9. Ord. Jan. 9.
SMITH, JAMES, Chester, Metal Dealer. Chester. Pet. Jan. 9. Ord. Jan. 9.
STEADMAN, SAMUEL B., Minting, Lincoln, Farmer. Lincoln. Pet. Jan. 9. Ord. Jan. 9.
STONES, ALEXANDER V., West Norwood, Gentleman's Outfitter. High Court. Pet. Jan. 8. Ord. Jan. 8.
SUTHERLAND, ROBERT W. J., Cardiff, Shipowner. Cardiff. Pet. May 16. Ord. Jan. 9.
THOMPSON, ALFRED, Orpington, Kent, Button Merchant. High Court. Pet. Jan. 9. Ord. Jan. 9.
THOMPSON, FREDERICK W., Sheffield, Silversmith. Sheffield. Pet. Jan. 9. Ord. Jan. 9.
WALTERS, ROBERT, the younger, Sheffield, Joiner's Apprentice. Sheffield. Pet. Jan. 9. Ord. Jan. 9.
WATWELL, BERNARD, Manchester, Draper. Manchester. Pet. Jan. 8. Ord. Jan. 8.
WHARTON, HUGH J., Manchester, Cheese Factor. Manchester. Pet. Dec. 18. Ord. Jan. 8.
WILKINSON, WILLIAM M., Aspatria, N.B., General Dealer. Carlisle. Pet. Jan. 8. Ord. Jan. 8.
WILLETT, HANNAH, Liverpool, Auctioneer. Liverpool. Pet. Nov. 30. Ord. Jan. 10.
WILLIAMS, G., Trethomas, Mon., Baker. Newport (Mon.). Pet. Dec. 29. Ord. Jan. 10.

*London Gazette.*—TUESDAY, January 16.

ADSETTS, ARTHUR, Thurcroft, nr. Rotherham, Hackney Carriage Proprietor. Sheffield. Pet. Jan. 12. Ord. Jan. 12.
BICKERSTAFFE, ELIZABETH J., Doncaster, General Dealer. Sheffield. Pet. Jan. 12. Ord. Jan. 12.
BUCKLEY, CLIFFORD, Oldham, Fancy Goods Dealer. Oldham. Pet. Jan. 12. Ord. Jan. 12.
BUTLER, WALTER, Eastcheap, Wine Merchant. Wandsworth. Pet. Dec. 13. Ord. Jan. 11.
COOTER, JOHN J., Gillingham, Kent, Wholesale Fruiterer. Rochester. Pet. Jan. 11. Ord. Jan. 11.
CORNELIUS, LEONARD R., St. Blazey, Cornwall, Grocer. Truro. Pet. Jan. 11. Ord. Jan. 11.
CROWDER, THOMAS P., Trench, nr. Wellington, Licensed Victualler. Shrewsbury. Pet. Dec. 16. Ord. Jan. 13.
DAVIES, WILLIAM, Treorchy, Glam., Miner. Pontypridd. Pet. Jan. 12. Ord. Jan. 12.
DAWSON, JOHN R., Boston, Lincs., Sugar Boiler. Boston. Pet. Jan. 13. Ord. Jan. 13.
DRAKE, E., & SONS, Barnes, Corn Dealers. Wandsworth. Pet. Dec. 4. Ord. Jan. 11.
ELLMAN, SOLLEY, Mortimer-st., Costumiers' Merchant High Court. Pet. Jan. 12. Ord. Jan. 12.
FISH, JOHN K., Edmonton, Wireless Instrument Maker. Edmonton. Pet. Jan. 11. Ord. Jan. 11.
GIFFORD, JAMES W., Colwall, Hereford, Manufacturer. Hereford. Pet. Dec. 22. Ord. Jan. 12.
GRAINGER, EDWARD, Hampton Wick. Kingston (Surrey). Pet. Dec. 4. Ord. Jan. 11.
GRANT, CLIFFORD, Jermyn-st., Contractor. High Court. Pet. Nov. 9. Ord. Jan. 10
HALLWOOD, BASIL W., Badminton Club. High Court. Pet. Nov. 29. Ord. Jan. 10.
HARRHY, EDWARD M., Cwmsiflog, Mon., Licensed Victualler. Tredegar. Pet. Jan. 9. Ord. Jan. 9.
HOYER, A. J., Bayswater. High Court. Pet. Dec. 9. Ord. Jan. 10.
HURST, THOMAS W., Cleethorpes, Motor Haulage Contractor, Great Grimsby. Pet. Jan. 11. Ord Jan. 11.
JACKSON, JOHN, Leeds, Coal Merchant. Leeds. Pet. Jan. 12. Ord. Jan. 12.
MASON, HARRY J. O., King's Lynn, Motor Cycle Dealer, King's Lynn. Pet. Jan 11. Ord. Jan. 11.
MORTON, DONALD, Alvechurch, Worcester, Motor Garage Proprietor. Birmingham Pet. Jan. 12. Ord. Jan. 12.
MURPHY, ANNIE M., Abergavenny, Licensed Victualler, Tredegar. Pet. Jan. 10. Ord. Jan. 10.
MUSGRAVE, AUBREY C., Old Jewry, E.C. High Court. Pet. Dec. 5. Ord. Jan. 10.
POMERANCE, LAZARUS, Herne Hill, Hairdresser. High Court. Pet. Dec. 13. Ord. Jan. 11.
POND, ERNEST C., Somersham, Hunts, Coal Merchants' Manager. Peterborough. Pet. Jan. 11. Ord. Jan. 11.
PRIOR, ALBERT J., Trealaw, Glam., Greengrocer. Pontypridd. Pet. Jan. 8. Ord. Jan. 8.
RATCLIFF, WILLIAM, Tulse-hill. High Court. Pet. Dec. 13. Ord. Jan. 11.
ROBERTI, ALBERT J. L. E., Warwick-st., W., Shipping and Forwarding Agent. High Court. Pet. Jan. 11. Ord. Jan. 11.
SAUNDERS, JAMES, Ebbw Vale, Mon., General Dealer, Tredegar. Pet. Jan. 3. Ord. Jan. 3.
SMETHURST, RICHARD, Queen's Gate. High Court. Pet. Nov. 17. Ord. Jan. 11.
SMITH, THOMAS, Normanton, General Dealer. Wakefield. Pet. Jan. 11. Ord. Jan. 11.
STANSFIELD, THOMAS I., Blackshaw, Yorks. Licensed Victualler. Burnley. Pet. Jan. 11. Ord. Jan. 11.
STEVENSON, OWEN S., Mickfield, Suffolk, Farmer. Bury St. Edmunds. Pet. Jan. 12. Ord. Jan. 12.
SUTHERLAND, ROBERT B., Cardiff, Merchant. Cardiff. Pet. Dec. 8. Ord. Jan. 12.
TUCK, FRANK P., East Dereham, Wholesale Tobacco Merchant. Norwich. Pet. Jan. 13. Ord. Jan. 13.
TURNER, RICHARD C., Blackpool, Manure & Agricultural Agent. Blackpool. Pet. Dec. 13. Ord. Jan. 12.
TZEN, SAMUEL, Hoxton, Cabinet Manufacturer. High Court. Pet. Dec. 16. Ord. Jan. 12.
WALKER, ARTHUR G., Newton, Cambridge, Smallholder. King's Lynn. Pet. Jan. 13. Ord. Jan. 13.
WALKER, THOMAS H., Bermondsey, Working Stevedore. High Court. Pet. Jan. 11. Ord. Jan. 11.
WHETMAN, C. J., Falcon-st., E.C.2. High Court. Pet. Nov. 22. Ord. Jan. 11.

Amended Notice substituted for that published in the *London Gazette* of Jan. 9, 1922.

HASLAM, FREDERICK T., Queen Victoria-st., Fishmonger. High Court. Pet. Jan. 3. Ord. Jan. 3.